



BOBBY D. CAGLE
Director

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Chief Deputy Director

**County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

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(213) 351-5602

Board of Supervisors

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ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

October 15, 2019

26 October 15, 2019

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012


CELIA ZAVALA
EXECUTIVE OFFICER

Dear Supervisors:

**AMENDMENT NUMBER THREE TO CONTRACT NUMBER 77253 WITH INTERNATIONAL
BUSINESS MACHINES CORPORATION**

(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

**CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ()
DISAPPROVE ()**

SUBJECT

The County of Los Angeles Department of Children and Family Services (DCFS) requests delegated authority to amend Contract Number 77253 with International Business Machines Corporation (IBM) to extend the contract term for three years with three one-year options to provide daily downloads from the California State Child Welfare Services/Case Management System (CWS/CMS) for a Maximum Annual Contract Amount of \$130,000.

IT IS RECOMMENDED THAT THE BOARD:

1) Delegate authority to the Director, or designee, to execute an Amendment, substantially similar to the attached Amendment with IBM for daily downloads from the CWS/CMS to extend the contract effective December 1, 2019 through November 30, 2022, with three optional one-year extension periods provided IBM continues to remain the State and Federal governments' sole provider of County's access to daily download services from the CWS/CMS. The Maximum Annual Contract Amount is \$130,000. This contract is financed using 46 percent Federal funds, 39 percent State funds, and 15 percent net County cost funds. Sufficient funding is included in the Department's FY 2019 2020 Adopted Budget.

2) Delegate authority to the Director, or designee to terminate the contract for contractor's default, or for the County's convenience, contingent upon: (a) approval by County Counsel; and (b) the Director notifies the Board and CEO in writing, within ten business days of terminating the contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the first recommendation will allow the Director, or designee, to execute an Amendment with IBM to extend the term of the Contract for an additional three years through November 30, 2022 with the County's option for up to three additional years through November 30, 2025. The current Agreement term expires on November 30, 2019, with a continued need for services.

Approval of the second recommendation will allow the Director, or designee, to terminate the contract contingent upon approval by County Counsel and notification to Board and CEO within ten days of terminating the contract.

The recommended extension will enable IBM to continue to provide DCFS with CWS/CMS daily download services to DCFS' County Access to Data (CAD) data warehouse, including ongoing service support for the data transfer process, troubleshooting and resolving data issues, testing and validating changes, and providing documentation to ensure the CWS/CMS changes are properly reflected in the DCFS CAD data warehouse for data integrity purposes.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the Countywide Strategic Plan Goal No. 3, Realize Tomorrow's Government Today: Prioritize and Implement Technology Initiatives that Enhance Service Delivery and Increase Efficiency.

FISCAL IMPACT/FINANCING

The Maximum Annual Contract Amount is \$130,000. This contract is financed using 46 percent Federal funds, 39 percent State funds, and 15 percent net County cost funds. Sufficient funding is included in the Department's FY 2019 - 2020 Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Under the California Welfare Institutions Code (WIC) Section 16501, the State was required to develop and use a Statewide system to be used by counties to support child welfare operations. The CWS/CMS system was made possible through Federal funds (45 CFR 1355.53). IBM is the only vendor authorized by the State and Federal governments to perform services on the mandated Statewide CWS/CMS.

On March 16, 2010, the Board approved a sole source contract with IBM for Moves, Adds and Changes (MAC)/CAD services. Since then, the Board approved two separate Amendments to extend the contract and increase the Contract Amount to change the scope of service. The current contract term expires on November 30, 2019.

On June 12, 2019, in accordance with the Board of Supervisors Policy Manual Chapter 5, Sections

5.100, the Department notified the Board of its intent to request delegated authority to execute an Amendment to extend a sole source contract for Contract Number 77253 with IBM. This Amendment updates the Contract with Board required provisions and removes the MAC component of the current contract, decreasing the Maximum Annual Contract Amount by \$20,000, from \$150,000 to \$130,000. Therefore, all reference of MAC will be removed from the current contract and will be renamed to "On-Going Support of the American Standard Code for Information Interchange (ASCII) Daily Download."

The Chief Information Officer (CIO) recommends approval of Amendment Three. The CIO determined that because this requested action funds daily download services and does not include any technology related changes, no formal CIO Analysis is required. The CEO and County Counsel reviewed the Board letter, Amendment, and Exhibits. The Amendment was approved as to form by County Counsel.

CONTRACTING PROCESS

No additional contracting process is required.

CONTRACTOR PERFORMANCE

The contractor has continually met all performance standards as outlined in the current contract and has been determined to be a responsive and responsible contractor by the County's Program Manager.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the proposed recommendation will allow the County continuous, immediate, and complete access to critical case information, case updates, and to perform basic tasks to ensure that the well-being of children and families is maintained and recorded in the CWS/CMS.

CONCLUSION

Upon Board approval, the Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board letter and Amendment to the Department of Children and Family Services.

The Honorable Board of Supervisors

10/15/2019

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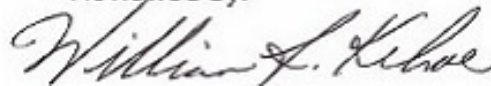
Respectfully submitted,



BOBBY D. CAGLE

Director

Reviewed by:



WILLIAM KEHOE

Chief Information Officer

BDC:KR LTI:EO:js

Enclosures

c: Chief Executive Officer
County Counsel
Executive Office, Board of Supervisors



AMENDMENT NUMBER THREE
TO
MOVES, ADD AND CHANGES (MAC), AND COUNTY ACCESS TO DATA (CAD)
DAILY DOWNLOAD FOR THE CALIFORNIA STATE CHILD WELFARE
SERVICES/CASE MANAGEMENT SYSTEM (CWS/CMS)
CONTRACT NUMBER 77253
WITH
INTERNATIONAL BUSINESS MACHINES CORPORATION

December, 2019

**AMENDMENT NUMBER THREE
MOVES, ADDS AND CHANGES (MAC), AND COUNTY ACCESS TO DATA (CAD)
DAILY DOWNLOAD FOR THE CALIFORNIA STATE CHILD WELFARE
SERVICES/CASE MANAGEMENT SYSTEM (CWS/CMS)
CONTRACT NUMBER 77253**

This Amendment is made and entered into this ____ day of _____ 2019, by and between the County of Los Angeles, hereinafter referred to as "COUNTY" and INTERNATIONAL BUSINESS MACHINES CORPORATION (IBM), hereinafter referred to as "CONTRACTOR." INTERNATIONAL BUSINESS MACHINES CORPORATION (IBM) is located at _____.

WHEREAS, the implementation and utilization of the statewide Child Welfare Services/Case Management System (CWS/CMS) is mandated by, inter alia, California Welfare and Institute Code Section 16501.5; and

WHEREAS, COUNTY and CONTRACTOR are parties to the Contract and CONTRACTOR is the only vendor who is allowed by the State of California (STATE) and Federal governments to perform services on the CWS/CMS and has been providing Move, Adds and Changes (MAC), and County Access to Data (CAD) Daily Download for CWS/CMS to the COUNTY; and

WHEREAS, the CONTRACTOR and the STATE entered into Amendment Number 27 to Agreement 31091 for the development, design, and maintenance of CWS/CMS (STATE Agreement); and

WHEREAS, this Amendment is prepared pursuant to the provisions set forth in Section 7.0, Change Notices, Amendments, and Statements of Work; and

WHEREAS, a Board letter was adopted on June 13, 2017 to amend the Contract with an Annual Contract Amount increase to develop an application to process daily downloads from the COUNTY's Leader Replacement System (LRS) to CWS/CMS and add changes to the Los Angeles Automated Provider Payment System (APPS) interface and CWS/CMS Client Services application in accordance to Assembly Bill 403's policy changes to the Continuum of Care Reform (CCR), which requires new rate schedules for certain placement facility types and Home Based Family Care placements; and

NOW THEREFORE, COUNTY and CONTRACTOR agree to amend the MAC and CAD Download for CWS/CMS Contract to change the name from "Moves, Adds and Changes (MAC), and County Access to Daily (CAD) Download for the California State Child Welfare Services/Case Management System (CWS/CMS)" to "On-Going Support of the American Standard Code for Information Interchange (ASCII) Daily Download;" and as follows:

1. Section 5.0 Term, Sub-section 5.1 is amended to add Sub-section 5.1.2 to read as follows:

5.1.2 The Contract term is extended for 3 years, effective December 1, 2019, through November 30, 2022.

2. Section 5.0 Term, Sub-section 5.2 is amended to add Sub-section 5.2.2 as follows:

5.2.2 The COUNTY, by and through the Director of DCFS or designee, shall have the irrevocable option to extend this Contract by written notice for up to three (3) one year periods through November 30, 2025.

3. Section 8.0, Maximum Contract Sum, Sub-subsections 8.1.1 through 8.1.5 are deleted in their entirety and replaced with sub-subsections 8.1.1 to 8.1.4 to read as follows:

8.1.1 The Maximum Contract Amount for the period of December 1, 2019, through November 30, 2022, is \$390,000. The Maximum Annual Contract Amount for each of the three option years after November 30, 2022, is as follows:

8.1.2 December 1, 2022 through November 30, 2023 is \$130,000;

8.1.3 December 1, 2023 through November 30, 2024 is \$130,000;

8.1.4 December 1, 2024 through November 30, 2025 is \$130,000;

4. Section 8.0 Maximum Contract Amount, Sub-subsection 8.2.2 is added as follows:

8.2.2 The Maximum Contract Amount for this Amendment from December 1, 2019 through November 30, 2025 is \$780,000.

5. Section 18.0, General Insurance Requirements, is deleted in its entirety and replaced as follows:

18.0 General Provisions for All Insurance Coverage

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

18.1 **Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Children and Family Services
Contracts Administration
Attention: Contract Analyst
425 Shatto Pl. Room 400
Los Angeles, CA 90020

- Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a

Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

18.1.1 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

18.1.2 Cancellation of or Change in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

18.1.3 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

18.1.4 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

18.1.5 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

18.1.6 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

18.1.7 Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as

additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

18.1.8 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

18.1.9 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

18.1.10 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

18.1.11 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

18.1.12 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an

Additional Covered Party under any approved program.

18.1.13 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

18.2 Insurance Coverage Requirements

18.2.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

18.2.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

18.2.3 Workers Compensation and Employers' Liability insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also shall be

arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

18.2.4 Professional Liability/Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

18.2.5 Technology Errors & Omissions Insurance

Insurance for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should at a minimum include (1) systems analysis; (2) systems programming; (3) data processing; (4) systems integration; (5) outsourcing including outsourcing development and design; (6) systems design, consulting, development and modification; (7) training services relating to computer software or hardware; (8) management, repair and maintenance of computer products, networks and systems; (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the vendor with limits of not less than \$10 million.

18.2.6 Privacy/Network Security (Cyber) Liability

Insurance coverage providing protection against liability for (1) privacy breaches [liability arising from the loss or disclosure of confidential information no matter how it occurs]; (2) system breach; (3) denial or loss of service; (4) introduction, implantation, or spread of malicious software code; (5) unauthorized access to or use of computer systems with limits not less than \$2 million. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

6. Section 55.0 Consideration of Hiring GAIN/GROW Program Participants for Employment, is deleted in its entirety and replaced as follows:

55.0 Consideration of Hiring Gain-Grow Participants

- 55.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.
- 55.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

7. Section 56.0, County's Quality Assurance Plan, is deleted in its entirety and replaced as follows:

56.0 County's Quality Assurance Plan

The County or its agent(s) will monitor the contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8. Section 61.0, Safely Surrendered Baby Law is deleted in its entirety and replaced as follows:

61.0 Safely Surrendered Baby Law

- 61.1 Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The Contractor, and its Subcontractor(s), can access posters and other campaign material at www.babysafela.org.

61.2 Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit F (Safely Surrender Baby Law) of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

9. Section 64.0 Default Method of Payment: Direct Deposit or Electronic Funds Transfer is added as follows:

64.0 **Default Method of Payment: Direct Deposit or Electronic Funds Transfer**

64.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

64.2 The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

64.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

64.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

10. Section 65.0 Time Off for Voting, is added as follows:

65.0 Time Off for Voting

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

11. Section 66.0 Compliance with County's Zero Tolerance Policy on Human Trafficking, is added as follows:

66.0 Compliance with County's Zero Tolerance Policy on Human Trafficking

Contractor acknowledges and certifies in Exhibit G, Zero Tolerance Human Trafficking Policy Certification that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

12. Section 67.0 Compliance with Fair Chance Employment Practices is added as follows:

67.0 Compliance with Fair Chance Employment Practices

Contractor shall comply with fair chance employment hiring practices set

forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

13. Section 68.0 Compliance with the County Policy of Equity is added as follows:

68.0 Compliance with the County Policy of Equity

The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

14. Section 69.0 Health Insurance Portability and Accountability Act of 1996 (HIPAA) is added as follows:

69.0 Health Insurance Portability and Accountability Act of 1996 (HIPAA)

- 69.1 Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records/patient information. Accordingly, Contractor shall instruct its officers, employees, and agents, that they are not to pursue, or gain access to, patient medical records/patient information for any reason whatsoever.
- 69.2 Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of services hereunder, Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records/patient information. Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.
- 69.3 Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, shall maintain the confidentiality of any information obtained and shall notify Director that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent

or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents', access to patient medical records/patient information. Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

15. Section 71.0 Data Destruction is added as follows:

71.0 Data Destruction

Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP-800-88 titled *Guidelines for Media Sanitization*. (Available at: <http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88-Rev.%201>)

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within ten (10) business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

Vendor shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, *Guidelines for Media Sanitization*. Vendor shall provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices, that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

16. Exhibit B, Contractor's Equal Employment Opportunity (EEO) Certification is replaced by Exhibit B-1, Contractor's EEO Certification as attached to this Amendment.

17. Exhibit C, Statement of Work (SOW) #7 is replaced by Exhibit C, SOW #8 as attached to this Amendment.

18. Exhibit F, Safely Surrendered Baby Law is added as attached to this Amendment.

19. Exhibit G, County's Zero Tolerance Policy On Human Trafficking is added as attached to this Amendment.

**ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT SHALL REMAIN
IN FULL FORCE AND EFFECT.**

**AMENDMENT NUMBER THREE
MOVES, ADDS AND CHANGES (MAC), AND COUNTY ACCESS TO DATA (CAD)
DAILY DOWNLOAD FOR THE CALIFORNIA STATE CHILD WELFARE
SERVICES/CASE MANAGEMENT SYSTEM (CWS/CMS)
CONTRACT NUMBER 77253**

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Amendment to be subscribed on its behalf by the Director of the Department of Children and Family Services and the CONTRACTOR has subscribed the same through its authorized officers, as of the day, month, and year first above written. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that they are authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

CONTRACTOR

International Business Machines
Corporation (IBM)

By: _____
BOBBY D. CAGLE, DIRECTOR
Department of Children and
Family Services

By: _____

Name: _____

Title _____

By: _____

Name: _____

Title _____

Tax Identification Number

APPROVED AS TO FORM:
BY THE OFFICE OF COUNTY COUNSEL
MARY C. WICKHAM

By: _____
David Beaudet, Senior Deputy County Counsel

EXHIBIT C – Statement of Work

STATEMENT OF WORK #8

CONTRACT NUMBER # 77253

For

ON-GOING SUPPORT OF THE AMERICAN STANDARD CODE FOR INFORMATION

INTERCHANGE (ASCII) DAILY DOWNLOAD

FOR

COUNTY OF LOS ANGELES DEPARTMENT OF CHILDREN AND FAMILY

SERVICES

By

INTERNATIONAL BUSINESS MACHINES CORPORATION (IBM)

Effective December ,2019

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1.0 Introduction

- 1.1 This Statement of Work, (hereafter, SOW), is issued pursuant to and under the terms and conditions, and rates of the Agreement between the COUNTY and the CONTRACTOR, Contract Number 77253. All terms and conditions in said Agreement shall apply to SOW.
- 1.2 The CONTRACTOR shall provide ongoing support of the compressed, American Standard Code for Information Interchange (ASCII)- formatted daily file download of the County Child Welfare Services/Case Management System (hereafter "CWS/CMS") data. Daily downloads in this SOW means a download of the changes to the COUNTY data that is stored in the CWS/CMS host database since their last download in the previous run of the extract jobs. These extract jobs are scheduled to run at 7:00 p.m. on all days of the week, except Saturdays.
- 1.3 The CONTRACTOR 's ability to continue to provide these services is dependent on the State of California, Office of Technology Services (O Tech) continuing to allow the CONTRACTOR to run the batch jobs and on-line transactions pertaining to the COUNTY specific contracted data extracts. Any costs imposed upon this service by O Tech are outside the scope of this SOW and will be the sole responsibility of the COUNTY.
- 1.4 The CONTRACTOR shall provide these services each year, provided the CONTRACTOR continues to remain the sole approved vendor by the State of California. The work associated with SOW is estimated to begin December 1, 2019.
- 1.5 The CONTRACTOR shall provide the support and development at the CONTRACTOR's location(s).

2.0 Overview of Project

- 2.1 The CONTRACTOR, pursuant to the underlying Agreement for on-going support of the ASCII Daily Download, shall provide a daily extract of changes to the COUNTY data residing on the CWS/CMS database to the COUNTY Department of Children and Family Services /Business and Information Systems (hereafter "DCFS/BIS"). Said daily extract shall be transferred electronically by the COUNTY.
- 2.2 Analysis
 - 2.2.1 The CONTRACTOR shall perform analysis to trouble shoot and/or fix deficiencies with the current daily extract. The CONTRACTOR

is not responsible for resolving network problems associated with the transfer process or the completion of the data transfer process that is initiated by the COUNTY.

2.2.2 The CONTRACTOR may charge the COUNTY for the following work, only if the CONTRACTOR trouble shoots or fix deficiencies (a) that occur with the current daily extract process, and (b) to the extent that such are as a result of errors caused by the COUNTY.

2.2.2.1 Participation in teleconferences, as needed with the COUNTY DCFS/BIS personnel to resolve.

2.2.2.2 Investigation of questions submitted by the COUNTY and documentation of responses.

2.2.3 The maximum rate and hours that could be charged for the work referenced in Sections 2.2.2.1 and 2.2.2.2 are as follows:

Personnel Level	Rate	Hours
Programmer/Analyst	Current Rider I	
Project Management	Current Rider I	
SUBTOTAL HOURS		168

2.3 Method/Peripheral Support

2.3.1 The CONTRACTOR shall provide a daily extract of changes to the COUNTY data residing on the CWS/CMS database, make it available in a file residing on the CWS/CMS mainframe, and electronically inform the COUNTY of the availability of the extract by sending a "wake up" file using the File Transfer Protocol. The "wake up" file will contain mutually agreed control information.

2.3.2 The CONTRACTOR shall verify daily, the completeness and accuracy of all data and return codes from the extract process.

2.3.1.1 In the event the CONTRACTOR finds the daily extract is not complete and accurate, the CONTRACTOR shall take the necessary action to resolve the deficiencies and complete the extract.

2.3.1.2 In the event the COUNTY finds the daily extract is not complete and accurate, the COUNTY shall inform the CONTRACTOR. The CONTRACTOR shall take all necessary action to accurately complete the extract.

2.3.1.3 In the event the COUNTY or the CONTRACTOR finds that any extracts completed and sent to the COUNTY DCFS/BIS data center were missing transactions, the CONTRACTOR shall include the missing transactions in the next scheduled daily extract upon the resolution of the error or provide table refreshes upon request by the COUNTY DCFS/BIS.

2.3.1.4 The CONTRACTOR shall not separately charge COUNTY for the support services listed in Sections 2.3.2.1, 2.3.2.2, and 2.3.2.3 of SOW#7.

2.3.3 In the event the COUNTY DCFS/BIS requests table refreshes for reasons other than those listed in Section 2.3.2.3, the CONTRACTOR shall provide the table refreshes for which it may separately charge the COUNTY.

2.3.4 The maximum rate (based on current Rider I rates) and hours that the CONTRACTOR may charge the COUNTY for the on-going extract, and support work referenced in Section 2.3.1 and the table refresh work referenced in Section 2.3.2 are as follows:

Personnel Level Programmer Ongoing Support	Rate Current	Hours
Project Management	Rider I Current	
IBM Project Office	Rider I Current	
	Rider I	
SUBTOTAL HOURS		

3.0 The COUNTY's Responsibilities

3.1 The COUNTY shall own all data and Data Definition Language (DDL) files generated as part of SOW and shall be responsible for all on-going support of this data and the DDL files beyond SOW.

3.1.1 The COUNTY shall retrieve the daily extract file from CWS/CMS using a secure mechanism.

3.2 The COUNTY shall provide all hardware and software required to develop, implement, and maintain this ASCII Daily Download Data on the County server.

3.3 The COUNTY, in collaboration with O Tech, shall provide connectivity to the

host supporting the CWS/CMS. The costs, if any, associated with network connectivity and bandwidth usage are outside the scope of this SOW and are not the responsibility of the CONTRACTOR.

3.4 Analysis and Method/Peripheral Support

3.4.1 The COUNTY shall respond to teleconference request(s) from the CONTRACTOR in a timely manner.

3.4.2 If requested, the COUNTY shall provide personnel to participate in teleconferences with the CONTRACTOR personnel to discuss changes and ongoing support issues.

3.4.3 If requested, the COUNTY shall provide personnel to work with the CONTRACTOR to troubleshoot and resolve all deficiencies in the daily extract process that occurred as a result of errors caused by the COUNTY.

4.0 Deliverables and Work Products

4.1 The CONTRACTOR shall create a daily extract of changes to the COUNTY data residing on the CWS/CMS database and shall electronically inform the COUNTY when the extract is available for download.

4.2 The CONTRACTOR shall provide ongoing support of the daily extract process, including daily verification of the completeness and accuracy of the data and return codes.

4.3 The CONTRACTOR shall troubleshoot and resolve all deficiencies in the daily extract process that are not network connectivity related and did not occur as a result of errors caused by the COUNTY.

4.4 The CONTRACTOR shall provide new or changed extracts of CWS/CMS data in ASCII format as requested by the COUNTY in a mutually agreed format.

4.5 The CONTRACTOR shall provide new DOL reflecting any structural changes to the CWS/CMS database along with associated documentation.

4.6 The CONTRACTOR shall provide test data for new or changed tables.

5.0 Total Pricing/Budget

5.1 The maximum rate (based on current Rider I rates), total hours, and total costs related to SOW are listed in the table below:

Personnel Level Project Management	Rate Current	Hours	Cost
Analyst	Rider I Current		
Programmer-Ongoing Support	Rider I Current		
Project Office/IBM Project Office	Rider I Current		
Total hours not to exceed			
Total cost of CAD services not to exceed			\$130,000

5.2 The CONTRACTOR shall provide services and support up to, and not to exceed, ____ total hours, and cost shall not exceed \$130,000 under this SOW.

5.2.1 In the event that the CONTRACTOR fails to deliver and the COUNTY accepts each and every Deliverable in this SOW - when the ____ hours/\$130,000 have been expended, the CONTRACTOR shall continue to work to complete any Deliverables which have not been accepted by the COUNTY by the earliest possible date. Additionally, the CONTRACTOR shall bear any and all risk of cost overruns relating to this SOW, and the COUNTY has no obligation to pay for any work and other consideration which is in excess of the ____ hours/\$130,000 maximum.